

and those of its agents or attorneys, and shall have the right to be indemnified to its satisfaction before taking any action hereunder. All such outlays and compensation shall constitute a lien on the mortgaged property prior to the lien of all bonds and coupons hereby secured. It shall be under no obligation to enter its appearance in or defend any suits brought in connection with the trust estate hereby created unless indemnified in so doing, but may defend any such suit, if it sees fit, without indemnification, in event of any suits being brought against the Trustee on account of any matter connected with this trust, it shall, nevertheless, be the duty of the Trustee to deliver to First Parties copy of any summons or notices served upon it in connection with such suit. It shall be fully protected in acting upon any certificate, order or document by it believed to be genuine. The certificate of the parties of the first part, duly signed, shall be sufficient evidence to protect the trustee in any action it may take by reason of any fact stated in such certificate. It shall be no part of the duty of the Trustee to see to the recording of this instrument, nor does it assume any responsibility as to the validity thereof, nor as to the amount or extent of the security. All recitals hereunder are made on behalf of the parties of the first part, and not on behalf of the Trustee, and the Trustee shall not in any way be liable hereunder for anything except its own willful misconduct or gross negligence.

RESIGNATION OF TRUSTEE. The Trustee may resign or decline to act hereunder and become discharged from the Trust hereby created by notice in writing to the parties of the first part given thirty (30) days before such resignation is to take effect, or such shorter time as parties of the first part may accept as sufficient notice, and in case of vacancy in the office of Trustee, a successor may be appointed by the holders of a majority in value of the bonds then outstanding by an instrument in writing duly signed and acknowledged by them, which instruments shall be recorded in the office of the office of the Recorder of Deeds wherever this deed of trust is recorded. In case such majority does not make such appointment of a new Trustee within thirty (30) days after such resignation shall take effect, the parties of the first part or the holders of any of said bonds may apply to any Court of competent jurisdiction in the City or County where the properties hereby conveyed are situated, for the appointment of a new Trustee, in such manner and upon such notice as shall be in accordance with the rules and practice of said Court; and the Trustee so appointed shall, without ^{any} further assurance, be vested with all the powers, rights and interest granted to or conferred upon the Trustee herein named.

NOTICES. Section XXIII. Any notice, request, consent, or other paper to be given to, or demand to be made upon parties of the first part hereunder shall be deemed to have been effectively served upon first parties, when the same, or a copy thereof shall have been either delivered to said First Parties, or left at the principal place of business of said First Parties, or mailed by registered mail addressed to said First Parties at the City of Tulsa, Oklahoma.

SUCCESSION. Section XIV. All the covenants, agreements and stipulations herein undertaken to be performed by, and the rights conferred upon the respective parties hereto, shall be binding upon and inure to the benefit of not only said parties, respectively, but also their respective heirs, devisees, representatives, grantees, successors and assigns.

If there be more than one party of the second part, the word "Trustee" as ^{herein} used shall nevertheless, be held to include all such parties.